

02/09/2011 14:04 FAX

→ CIDS

001/005

**RECEIVED**

FEB 09 2011

**Lynn Driver**

February 2, 2011

**STATE OF TENNESSEE**  
**Department of Commerce and Insurance**  
**500 James Robertson Parkway**  
**Nashville, TN 37243-1131**  
**PH - 615.532.5280, FX - 615.532.2788**  
**brenda.meade@tn.gov**

REC'D BY JEFF SHAY

FEB 07 2011

ROUTE TO:  
COPIES TO:

42B234749

State Farm Insurance Company  
2500 Memorial Boulevard  
Murfreesboro, TN 37131-0001  
NAIC # 2880

Certified Mail  
Return Receipt Requested  
7010 2780 0001 2570 1997  
Cashier # 1484

Re: Tameka Wordlowe & Jason Legrone V. State Farm Insurance Company

Docket # CH-11-0095-2

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served January 27, 2011, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Brenda C. Meade  
Designated Agent  
Service of Process


Enclosures

cc: Chancery Court Clerk  
Shelby County  
140 Adams Street, Rm 308  
Memphis, Tn 38103

02/08/2011 14:05 FAX

+ CLOS

@002/008

STATE OF TENNESSEE 30th JUDICIAL DISTRICT CHANCERY COURT AT MEMPHIS		SUMMONS		DOCKET NUMBER CH-11-0095-2	
Plaintiff <i>Kunka Wordlow Saxon Hagyne</i>			Defendant <i>State Farm Insurance Co.</i>		
TO: (NAME AND ADDRESS OF DEFENDANT) <i>State Farm Insurance Co Department of Commerce and Insurance 500 James Robertson PKWY Nashville, TN 37243</i>				Method of Service: <input type="checkbox"/> Certified Mail <input type="checkbox"/> Shelby County Sheriff <input checked="" type="checkbox"/> Comm. Of Insurance* <input type="checkbox"/> Secretary of State* <input type="checkbox"/> Out of County Sheriff* <input type="checkbox"/> Private Process Server <input type="checkbox"/> Other *Attach Required Fees	
<p>You are summoned to defend a civil action filed against you in the Chancery Court of Shelby County, Tennessee. Your answer to this action must be made within thirty (30) days from the date this summons is served upon you. You must file your answer with the Clerk of the Court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action within thirty (30) days of service, judgment by default can be rendered against you for the relief sought in the complaint.</p>					
Attorney for plaintiff or plaintiff if filing Pro Sec (Name, address & telephone number) <i>Michael Campbell esq. 850. 3rd street; 4th floor Memphis TN 38103</i>			ISSUED <i>19</i> of <i>January</i> <i>11</i>  Dewun R. Settle, Clerk and Master By: <i>[Signature]</i> Deputy Clerk & Master		
TO THE SHERIFF:			Came to hand _____ day of _____, 20____ Sheriff		

\*\*Submit one original and one copy for each defendant to be served.

! Questions regarding this summons and the attached documents should be addressed to the Attorney listed above.

For ADA assistance only, call (901) 379-7895

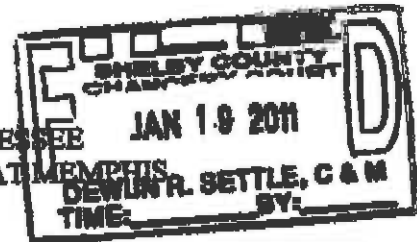
09/18/07

02/10/2011 14:05 FAX 6166926107

CTOS

@0037005

IN THE CHANCERY COURT OF TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS



TAMEKA WORDLOW AND JASON LEGRONE,

Plaintiffs,

vs.

STATE FARM INSURANCE

Defendants.

)  
)  
)  
)  
)  
)

No. CH-11-0095-2  
DIV.  
JURY DEMANDED

**COMPLAINT  
FOR BREACH OF CONTRACT**

Comes now Plaintiff, by and through counsel, and for his cause action would respectfully show unto to the Court as follows:

1. Plaintiff, Tameka Wordlow (Legrones), is and at all times pertinent herein, has been, a resident citizen of Shelby County, Tennessee.
2. Plaintiff, Jason Legrone, (Legrones) is and at all times pertinent herein, has been, a resident citizen of Shelby County, Tennessee.
3. Defendant, State Farm Insurance, on information and belief, is a corporation authorized and licensed to do business in the State of Tennessee and may receive service by and through the State of Tennessee Department of Commerce and Insurance [located at 500 James Robertson Pkwy, Nashville TN 37243-0565.

**JURISDICTION AND VENUE**

4. That all acts complained of in this cause of action occurred in Memphis, Shelby County, Tennessee.

### **FACTS**

5. On or about June 4, 2009, Tameka Wordlow, insured, entered into a contract with State Farm Insurance for renters insurance (Policy Number 42-BH-K431-4)(Hereinafter Policy) for property located at 9724 Riggin Dr., Arlington TN 38002-8241 (hereinafter home).

6. On information and belief, Jason Legrone, is the husband of Tameka Wordlow and resides at 9724 Riggin Dr., Arlington TN 38002-8241 and is also covered under said policy.

7. On or about August 25, 2009, the home of the plaintiffs was burglarized. At that time, this burglary was reported to Memphis Police under report No. 0908014244ME.

8. On information and belief, Plaintiffs made a valid claim to the Defendant for losses sustained in said burglary. To date, Defendants have denied the claim of the Plaintiffs.

### **COUNT I: BREACH OF CONTRACT**

9. The allegations of paragraph 1 through 8 are incorporated herein as though fully restated and re-alleged.

10. Defendants breached their agreement with Plaintiffs to satisfy their claim or provide coverage at 9724 Riggin Dr., Arlington TN 38002-8241.

11. Plaintiffs allege that they complied with all of the terms and conditions of the terms of the Policy.

12. As a result of Defendant's breach of the agreement, Plaintiffs have been damaged in that they incurred a total loss of home and property; the cost of replacing clothing and personal property; loss of wages from work, all of which caused Plaintiffs to suffer extreme emotional distress, embarrassment and humiliation.

### **COUNT II: FRAUD/MISREPRESENTATION**

13. The allegations of paragraph 1 through 12 are incorporated herein as though fully

02/09/2011 14:03 FAX

→ CLOS

02/05/008

restated and re-alleged.

14. Defendants fraudulently and maliciously misrepresented its intention to provide Renters insurance. Defendant received notice and accepted payment from Plaintiff Tameka Wordlow for coverage on the property located at 9724 Riggins Dr., Arlington TN 38002-8241.

15. As a result of Defendants' fraudulent misrepresentation, Plaintiffs have been damaged in that they incurred a total loss of home and property; loss of wages from work, all of which caused Plaintiff to suffer extreme emotional distress, embarrassment and humiliation.

#### **COUNT III: BAD FAITH**

16. The allegations of paragraph 1 through 15 are incorporated herein as though fully restated and re-alleged.

17. Plaintiffs alleges that the Defendants acted in bad faith and such refusal to pay has inflicted additional expenses to Plaintiffs.

18. As a result of Defendant's bad faith, Plaintiffs have been damaged in that they have sustained a total loss of property; loss of wages from work, and all of which caused Plaintiffs to suffer extreme and emotional distress, embarrassment and humiliation.

#### **COUNT IV: ESTOPPEL**

19. The allegations of paragraph 1 through 18 are incorporated herein as though fully restated and re-alleged.

20. Defendants have knowingly and willingly accepted payment for Renters insurance coverage. After receiving payment from Plaintiffs, Defendants have denied coverage and refused payment on the Policy.

21. As a result of Defendant's denial of coverage, Plaintiffs have been damaged in that they have sustained a total loss of property; loss of wages from work, and all of which caused

02/08/2011 14:05 FAX

CLOS

00067008

Plaintiffs to suffer extreme and emotional distress, embarrassment and humiliation.

**COUNT V: CONSUMER PROTECTION VIOLATION**

22. The allegations of paragraph 1 through 21 are incorporated herein as though fully restated and re-alleged.

23. Defendants have accepted payment for providing renters insurance coverage. After receiving a valid claim from Plaintiffs, Defendants have knowingly and willfully denied coverage and refused payment on the Policy, in violation of the Consumer Protection Laws of Tennessee Tennessee Code Annotated sections 47-18-109.

24. As a result of Defendant's denial of coverage, Plaintiffs have been damaged in that they have sustained a total loss of property; and attorney's fees, all of which caused Plaintiffs to suffer extreme and emotional distress, embarrassment and humiliation.

**WHEREFORE**, Plaintiffs prays for judgement in the amount of One Hundred Thousand Dollars (\$100,000.00) against Defendant as follows:

Plaintiff request damages in the value of the total loss of their personal and business related property, attorney's fees, loss of wages from work, all of which caused Plaintiffs to suffer stress, anxiety, and embarrassment.

Plaintiffs request compensatory and exemplary damages, including but not limited to, penalties, interests, expenses and attorney fees, in an amount deemed appropriate by the jury.

Punitive damages in an amount to be determined by the jury.

Penalties and damages for Bad Faith by the Defendants.

Plaintiff request those damages deemed appropriate under the Consumer Protection Laws of Tennessee.

Such other relief as is consistent with law, fairness and equity, and respectfully pray for a trial

02/09/2011 14:06 FAX

+ C105

0077005

by jury on all issues of fact.

Respectfully Submitted,



Michael R. Campbell(025898)  
8 So. 3<sup>rd</sup> Street, 4<sup>th</sup> Floor  
Memphis, TN 38103  
Telephone: (901) 529-8500  
Fax No.: (901) 524-1803



Stephen A. Sauer (#015254)  
8 So. 3<sup>rd</sup> Street, 4<sup>th</sup> Floor  
Memphis, TN 38103  
Telephone: (901) 529-8500  
Fax No.: (901) 524-1803

## ) ) ) ) ) ) ) )

Paul & Renee